

FILED IN DISTRICT COURT
OKLAHOMA COUNTY
OCT - 9 2014
TIM RHODES
CLERKIN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JOHN BELL,

Plaintiff,

v.

SHELTER MUTUAL INSURANCE
COMPANY,

Defendant.

Case No: **CJ - 2014 - 5636****JURY TRIAL DEMANDED****PETITION**

1. Plaintiff John Bell insured his home with Shelter Mutual Insurance Company. The subject policy was in full force and effect at all times pertinent hereto.
2. Plaintiff's home was damaged by a water leak. This water leak and the resulting damage was covered under Plaintiff's policy with Shelter.
3. Plaintiff submitted a claim to Shelter, made the premises available for inspection by Defendant's adjusters, cooperated in the limited investigation that Defendant performed and otherwise complied with all conditions precedent to recovery under the subject insurance policy.
4. Shelter breached the insurance contract and the implied covenant of good faith and fair dealing as a matter of standard business practice, in the following respects:
 - a. failing and refusing payment and other policy benefits on behalf of Plaintiff at a time when Defendant knew that it was entitled to those benefits;
 - b. failing to properly investigate Plaintiff's claims and to obtain additional information both in connection with the original refusal and following the receipt of additional information;
 - c. withholding payment of the benefits on behalf of Plaintiff knowing that Plaintiff's claims for those benefits were valid;
 - d. refusing to honor Plaintiff's claims in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;

- e. refusing to honor Plaintiff's claims in some instances by applying restrictions not contained in the policy;
- f. refusing to honor Plaintiff's claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- g. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claims;
- h. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims once liability had become reasonably clear;
- i. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
- j. failing to properly evaluate any investigation that was performed;
- k. refusing to consider the reasonable expectations of the insured; and,
- l. failing and refusing to properly investigate and consider the insurance coverage promised to their insured;

all in violation of the implied covenant of good faith and fair dealing and resulting in financial benefit to the Defendant, Shelter Mutual Insurance Company.

5. As a direct result of the above described wrongful acts and omissions by Shelter Mutual Insurance Company, Plaintiff has suffered loss of the coverage promised by Shelter, mental and emotional distress, costs to mitigate damages, loss of value of his home, and other incidental and consequential damages.

6. Defendant's acts and omissions were willful and malicious or grossly reckless and wanton and Plaintiff is entitled to recover punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant, Shelter Mutual Insurance Company, for his damages, both compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee, and for such other relief as may be

appropriate. The amount sought as damages in in excess of the amount required for diversity jurisdiction pursuant to §1332 of Title 28 of the United States Code.

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**JURY TRIAL DEMANDED
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